

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Call Off”	The process and documentation for Buyers obtaining Deliverables under this Framework Contract including but not limited to, the Statement of Requirements, Call-Off Procedure and Call-Off Contract.
“Contingent Labour”	a worker deployed through the Agency Cascade on a Call-Off Contract;
“Engagement”	any relationship under a Call-Off Contract between a Flexible Worker and the Supplier, other than direct Employment;
“Smart Cards”	a card which provides a secure method of accessing clinical and personal information as required by, and appropriate to, the role being performed by the worker;
“Substantive Worker”	a worker who is permanently employed by the Buyer, on either a full or part-time basis with a regular working pattern;

2. INTRODUCTION

- 2.1. The purpose of this Specification is to provide a description of the Services that a Supplier shall be required to deliver to Buyers under this Framework Contract.
- 2.2. The Services and any Standards set out in this Specification may be refined by the Buyer during a Further Competition Procedure to reflect the Buyer’s Statement of Requirements for entering into a Call-Off Contract.

3. DESCRIPTION OF REQUIREMENT

- 3.1. The Supplier shall offer innovative solutions to support the Buyer in the effective and flexible use of resources. This is particularly relevant in the context of facilitating collaboration between Buyers across different organisations in terms of managed Staff Banks.
- 3.2. The Supplier shall deliver all Mandatory Services included in the scope of this Specification as a minimum and shall be capable of providing any combination of the Services as specified by the Buyer at Call-Off.
- 3.3. The Supplier shall ensure the Buyer is allocated a dedicated account manager who is available during the Core Service Hours, as specified by the Buyer at Call-Off. Where the dedicated account manager is not available, the Supplier shall ensure that sufficient alternative provisions are in place and agreed with the Buyer.

3.4. The Services within the scope of this Framework Contract have been categorised into two models as detailed below. The Supplier may only bid for Call-Off Contracts for the model(s) for which they submitted pricing at framework bid stage and for which they were awarded a place on the Framework Contract.

Model One:

Flexible use of resources to ensure overall organisational efficiency, excluding Employment or Engagement of Flexible Workers:

- Using Flexible Workers to support peak resource demands both proactively and reactively.
- The setting up of a Staff Bank, including recruitment and retention, induction, training and establishing and maintaining the compliance of Flexible Workers.
- The mobilisation of Contracts relating to an existing managed Staff Bank.
- Operation and management of a managed Staff Bank – including but not limited to booking management, system integration, pay management, reporting, Flexible Worker performance and on-site presence at the Buyer premises.
- Active attraction and recruitment of Flexible Workers to the Staff Bank.
- Management of the Buyer's requirements sourced through a third party supply chain of Contingent Labour providers, where the Staff Bank cannot meet demand.

Model Two:

Flexible use of resources to ensure overall organisational efficiency, including Employment or Engagement of Flexible Workers:

- Using Flexible Workers to support peak resource demands both proactively and reactively.
- The setting up of a Staff Bank, including recruitment and retention, induction, training and establishing and maintaining the compliance of Flexible Workers.
- The mobilisation of Contracts relating to an existing managed Staff Bank.
- Operation and management of a managed Staff Bank – including but not limited to booking management, system integration, pay management, reporting, Flexible Worker performance and on-site presence at the Buyer premises.
- Active attraction and recruitment of Flexible Workers to the Staff Bank.
- Employment or Engagement of Flexible Workers as specified by the Buyer at Call Off.
- Management of the Buyer's requirements sourced through a third party supply chain of Contingent Labour providers, where the Staff Bank cannot meet demand.

Framework Schedule 1 (Specification)

Crown Copyright 2019

- 3.5 Model One is a Mandatory Service in this Framework Contract and suppliers must have the ability to deliver against the requirements of Model One in order to bid for a position on this Framework Contract.
- 3.6 Model Two is a non-mandatory Service in this Framework Contract and suppliers are not required to have the ability to deliver against the additional requirements of Model Two in order to bid for a position on this Framework Contract.
- 3.7 The Services required in a Call-Off Contract will be determined and specified by the Buyer during the Call-Off Procedure.
- 3.8 The Supplier shall develop, in partnership with the Buyer, a bespoke Service dependent upon the specific requirements of the Buyer.
- 3.9 The Supplier shall ensure that any changes to the Buyer's requirements during the term of the Call-Off Contract are responded to appropriately and the Services adapted, as necessary.
- 3.10 The Supplier shall be responsible for assisting the Buyer with their workforce planning and shall provide information which shall include, as a minimum:
- a) trends in demand;
 - b) forecasting supply shortages and mitigating actions;
 - c) budget forecasting; and
 - d) savings forecasting and reporting.
- 3.11 The Supplier shall ensure the Buyer's requirements for Employment or Engagement of Flexible Workers, recruitment and payrolling are specified at Call Off.
- 3.12 The Supplier shall ensure that they comply with all relevant legislative and regulatory requirements, and are aware of and will comply with all changes in practice in the recruitment market and changes in relevant policy and legislation including but not limited to;
- Agency Workers Regulations (AWR)
<https://www.gov.uk/agency-workers-your-rights>
 - Employment Agencies Act 1973
<https://www.legislation.gov.uk/ukpga/1973/35/introduction>
 - Conduct of Employment Agencies and Employment Businesses Regulations
<http://www.legislation.gov.uk/uksi/2003/3319/contents/made>
 - UK General Data Protection Regulations (UK GDPR) / Data Protection Act 2018
<https://www.legislation.gov.uk/ukpga/2018/12/contents>
<https://www.gov.uk/data-protection>
 - Off-Payroll Working in the Public Sector (IR35) legislation
<https://www.gov.uk/guidance/understanding-off-payroll-working-ir35>
 - National Minimum wage and National Living Wage
<https://www.gov.uk/national-minimum-wage-rates>

Framework Schedule 1 (Specification)

Crown Copyright 2019

- NHS Employers Check Standards
<https://www.nhsemployers.org/topics-0/employment-standards-and-regulation>

and shall ensure that such changes are communicated in a timely manner to the Buyer and where necessary, appropriate changes made to processes and procedures.

3.13 The Supplier shall hold and retain ISO27001 certification throughout the duration of this Framework Contract, and provide evidence of this to the Buyer and/or CCS as required.

3.14 The Supplier shall hold and retain ISO14001 certification throughout the duration of this Framework Contract and provide evidence of this to the Buyer and/or CCS as required.

4. STAFF BANK SET-UP AND MOBILISATION

4.1 The Supplier shall agree the Contract management responsibilities of the Staff Bank with the Buyer, in accordance with Call Off Schedule 15 – Call Off Contract Management.

4.2 The Supplier shall be responsible for the implementation of Staff Bank systems, including the interface and interoperability with Buyer systems, and enabling booking management in accordance with paragraph 5.

4.3 The Supplier shall be responsible for the active attraction and induction of Flexible Workers into a Staff Bank as specified by the Buyer at Call Off.

4.4 The Supplier shall ensure that the Staff Bank is capable of providing all staff types as specified by the Buyer at Call Off. This shall include, as a minimum, nurses & midwives, doctors, allied health professionals (AHP's) & health science service (HSS) and non clinical staff (NCS). Please see the following links for further information on NHS job profiles:

www.nhsemployers.org/your-workforce/pay-and-reward/jobevaluation/national-job-profiles

www.nhsemployers.org/your-workforce/pay-and-reward/medical-staff

4.5 The Supplier shall ensure that the Staff Bank has sufficient numbers of suitably qualified Flexible Workers to maximise the efficiency and effectiveness of the Staff Bank as specified by Buyers at Call Off.

4.6 The Supplier shall provide training to a specified number of the Buyer's personnel in relation to all processes and procedures relating to the operation and management of the Staff Bank as specified by the Buyer at Call Off.

4.7 The Supplier shall be responsible for all communication during the process to recruit Flexible Workers to the Staff Bank. This shall include but not be limited to:

4.7.1 face to face interviews of candidates;

4.7.2 notification of outcome to all candidates;

4.7.3 production and issue of offer of Employment or Engagement letters;

4.7.4 onboarding to the Staff Bank; and

Framework Schedule 1 (Specification)

Crown Copyright 2019

4.7.5 contracts of Employment or Engagement.

4.8 The Supplier shall ensure that all interviewers are compliant with all relevant equality and diversity legislation and have specialist knowledge of the staff type they are recruiting. The Supplier shall be responsible for liaising with any Buyer recruitment teams or hiring managers to receive guidance on staff types required.

4.9 The Supplier shall recruit via an online recruitment and application system which is accessible and integrated by both the Buyer and the Supplier. This may be provided by the Supplier or may be through the use of an existing system such as www.jobs.nhs.uk or any other system as specified by the Buyer at Call Off.

4.10 The Supplier shall ensure that all worker compliance requirements are met in accordance with paragraph 4 when establishing a Staff Bank.

4.11 The Supplier shall ensure that where a Flexible Worker is also a Substantive Worker of the Buyer, procedures will be agreed between the Supplier and the Buyer to ensure that all necessary compliance checks for the individual Flexible Worker are completed, where possible, without duplication.

4.12 The Supplier shall ensure any recruitment to the Staff Bank from international sources must be in line with the NHS UK code of practice for international recruitment:

<http://www.nhsemployers.org/your-workforce/recruit/employer-ledrecruitment/international-recruitment/uk-code-of-practice-for-internationalrecruitment>

or any standard specified by the Buyer at Call Off.

4.13 Where an existing Staff Bank is being outsourced by the Buyer or migrated from a previous supplier, the Supplier shall be responsible for migration of the Service, including transfer of Flexible Workers from the incumbent supplier or Buyer.

4.14 Unless otherwise specified at Call Off, the Buyer will be responsible for the issue and management of Smart Cards to enable Flexible Workers to access patient records.

5. COMPLIANCE REQUIREMENTS

5.1. Supplier's Obligations

5.1.1. The Supplier shall meet all costs associated with completing all mandatory Flexible Worker compliance requirements.

5.1.2. The Supplier shall ensure that when sourcing, recruiting and selecting a potential Flexible Worker for provision of the Services:

- a) it makes use of Good Industry Practice;
- b) it complies with all applicable legislation, regulation, guidelines, voluntary arrangements and/or codes of practice; and
- c) it retains the Flexible Workers written permission for the relevant Flexible Worker compliance requirements to be administered, and for Personal Data to be shared with the Authority (including its nominated third party Auditor) or Buyer for the purposes of worker compliance. Any Flexible Worker who fails to provide their permission in writing must not be shortlisted or introduced for a role with the Buyer under a Call-Off Contract.

Framework Schedule 1 (Specification)

Crown Copyright 2019

5.1.3. The Supplier shall retain demonstrable evidence that the required Flexible Worker compliance requirements have been met.

5.1.4. The Supplier shall ensure that;

- a) all documentary evidence is valid, current and original; and
- b) all documentary evidence provided is validated in person by an employee of the Supplier and copied, legibly signed and dated, with the printed name and job title of the validator, in a format that cannot be subsequently altered, in accordance with the NHS Employers Check Standards.

5.1.5. The Supplier shall be responsible for ensuring that all documentation in relation to such checks are made available to the Authority and/or the Buyer immediately upon request.

5.1.6. The Supplier shall ensure secure retention of all records in relation to Flexible Worker compliance requirements, in line with the UK GDPR:

www.gov.uk/government/publications/guide-to-the-general-dataprotection-regulation

5.1.7. The Supplier shall ensure that all evidence relating to the relevant Flexible Worker compliance requirements is provided and retained in English. When provided in a language other than English, it must be translated into English, at no additional cost to the Buyer.

5.2. Employment Check Standards

5.2.1. The Supplier shall undertake pre-employment checks to ensure that Flexible Workers meet the Flexible Worker compliance requirements of the role they are applying for. All Flexible Workers must be fully compliant prior to commencement of the role.

5.2.2 The Supplier shall have a dedicated compliance manager, who will ensure that all necessary pre-employment checks have been completed prior to the deployment of a Flexible Worker.

5.2.3 For NHS Buyers, the Supplier shall ensure that Flexible Workers supplied are compliant with the requirements specified in NHS Employers Check Standards:

- i Identity checks;
- ii Professional Registration and Qualification checks;
- iii Employment History and Reference checks;
- iv Right to Work checks;
- v Work health assessments; and
- vi Criminal Record checks.

5.2.4 For full details of pre-employment checks for NHS Buyers, the Supplier shall refer to NHS Employers Check Standards:

<https://www.nhsemployers.org/topics-0/employment-standards-and-regulation>

5.2.5 For NHS Buyers located within Scotland, the Supplier shall refer to:

[pin Safer Pre & Post Employment Checks, NHS Scotland
https://www.gov.scot/Publications/2014/03/7176/0](https://www.gov.scot/Publications/2014/03/7176/0)

5.2.3. For Central Government Buyers, the Supplier shall ensure that Flexible Workers supplied are compliant with the requirements specified in the Cabinet Office Baseline Personnel Security Standard:

<https://www.gov.uk/government/publications/government-baselinepersonnel-security-standard>

5.2.4. For all other Public Sector organisations the Supplier shall ensure that the Flexible Workers supplied are compliant with the requirements specified by the Buyer at Call Off.

5.2.5. The Buyer may specify additional, or tailored, pre-employment check requirements at Call Off . All additional pre-employment checks shall be conducted by the Supplier at no additional cost to the Buyer.

5.3. Safeguarding of Children and Vulnerable Groups

5.3.1. The Supplier shall undertake safeguarding checks which seeks to verify that the Flexible Worker is compliant with the following guidance and legislation:

<https://www.gov.uk/government/publications/working-together-tosafeguard-children--2>

Safeguarding Vulnerable Groups Act 2006 – Section 35

<http://www.legislation.gov.uk/ukpga/2006/47/section/35>

Safeguarding Vulnerable Groups Act 2006 – Section 38

<http://www.legislation.gov.uk/ukpga/2006/47/section/38>

5.4. English Language Competency

5.4.1. The Supplier shall ensure that Flexible Workers have the required level of English language competence to enable them to undertake their role effectively and enable clear communication in accordance with the following, as applicable:

<https://www.nhsemployers.org/publications/professional-registration-and-qualification-checks>

<https://www.gov.uk/government/publications/english-languagerequirement-for-public-sector-workers-code-of-practice>

<https://www.nmc.org.uk/registration/joining-the-register/englishlanguage-requirements/>

<https://www.gmc-uk.org/concerns/information-for-doctors-underinvestigation/english-language-assessments>

5.4.2. The Supplier shall check if the Buyer requires competency in any other language or any variation to these English language competency requirements.

5.5. Training Requirements

5.5.1. The Supplier shall ensure that the Flexible Worker is fully trained, compliant with any professional registration required for the role, instructed and aware of the relevant responsibilities defined within the Framework Contract, Call-Off Contract, applicable Law or regulations and, where applicable, those defined by the NHS Employers national job profiles:

<https://www.nhsemployers.org/articles/national-job-profiles>.

5.5.2. For NHS Buyers, the Supplier shall ensure that Flexible Workers are fully trained in accordance with the Skills for Health UK Core Skills Training Framework: <http://www.skillsforhealth.org.uk/services/item/146-core-skills-training-Framework>

5.5.3. For non-NHS Buyers, the Supplier shall ensure that Flexible Workers are fully trained in accordance with the Buyer's requirements, as specified in the

Framework Schedule 1 (Specification)

Crown Copyright 2019

Call-Off Contract, including, but not limited to the specifications set out as below:

<https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-licensed>

5.5.4. Upon appointment of a Flexible Worker, the Supplier shall be responsible for the delivery of any statutory or mandatory training requirements as specified by the Buyer. The training must be completed prior to the commencement of the role and shall be reviewed and renewed as and when required, and as directed by the Buyer.

5.5.5. The Supplier shall ensure that the costs associated with mandatory and statutory training requirements are not passed on to the Buyer.

5.5.6. The Supplier shall ensure that the Flexible Worker is revalidated in accordance with the appropriate requirements as stipulated by the regulatory body for the role type.

5.5.7. Clear copies of the original training certification/documentation and details regarding the organisation that provided the training including the date(s) upon which the training was received must be kept with the Flexible Workers file.

6. HEALTH ASSURANCE AUDIT

6.1. The Supplier shall submit to a Health Assurance Audit as a minimum annually, and as required by the Relevant Authority. The Supplier shall work to the current NHS Employers Check Standards at all times and shall be audited against the latest standard from the date it came into force. The Health Assurance Audit shall:

6.1.1 test the adequacy of key processes and controls the Supplier has in place to enable the overall provision of compliant Flexible Workers to the standards set out in paragraph 5 (Compliance Requirements) and this Contract, including those processes undertaken for and by Subcontractors, and;

6.1.2. test the effectiveness of controls when operated.

6.2. The Supplier shall be required to demonstrate, through provision of documentary evidence, that pre-employment checks have been conducted in accordance with paragraph 5 (Compliance Requirements), all relevant legislation, regulations, NHS Employers Check Standards, voluntary arrangements and/or codes of practice. The Supplier may be required to provide documentary evidence including but not limited to:

- Assignment checklist;
- Identification documentation (e.g. passport, driving licence, photographic ID card);
- Proof of address (e.g. bank statements, utility bills etc.);

Framework Schedule 1 (Specification)

Crown Copyright 2019

- Proof of professional registration with applicable registering body;
- Proof of qualification;
- Confirmation of completion of mandatory training;
- Confirmation of training undertaken in accordance with Skills for Health UK Core Skills Training Framework Contract;
- CV confirming full Flexible Worker work history;
- Employer references covering the required period;
- Proof of right to work in the UK;
- Complete Work Health Assessments;
- UK police and criminal records check (DBS); and
- Overseas police check where appropriate.

For full details of allowable evidence the Supplier should refer to NHS Employers Check Standards:

<https://www.nhsemployers.org/topics-networks/employment-standards-and-regulation>

6.3. The Supplier shall be required to provide evidence to remediate findings where requested to do so by the Relevant Authority and where, at the Health Assurance Audit, they cannot demonstrate that a key process or control is present or adequate, or where a Flexible Worker record is found to not fully comply with the requirements set out in paragraph 5 (Compliance Requirements).

6.4. The Supplier shall provide evidence to remediate in accordance with the instructions and timescales stipulated by the Relevant Authority. Where timescales and/or instructions are not adhered to, the Relevant Authority may address this as the Supplier's non-performance of its obligations under this Contract.

6.5. Health Assurance Audit Outcomes

6.5.1. Following completion of a Health Assurance Audit, the Supplier will be issued with an Audit report and an Audit outcome.

6.5.2. In addition to CCS' right to suspend a Supplier set out at clause 10.7 of the Core Terms, CCS will have the right to suspend the Supplier immediately from the Framework Contract:

- (i) Where a Supplier fails a Health Assurance Audit;
- (ii) Where a Supplier receives any other Health Assurance Audit outcome but fails to remediate any or all Health Assurance Audit findings in accordance with the timescales set by CCS; and
- (iii) Where CCS becomes aware of a Supplier's non-compliance with the NHS Employers Check Standards, to a degree where the Supplier would fail a Health Assurance Audit, by means other than through the conduct of a Health Assurance Audit.

6.5.4. Where a Supplier is suspended from the Framework Contract and fails to rectify the reason(s) for suspension as specified by CCS, CCS will have a right to terminate the Framework Contract pursuant to clause 10.4.1 of the Core Terms.

6.6. The Relevant Authority reserves the right to set and amend standards for the award of Health Assurance Audit outcomes to Suppliers following a Health Assurance Audit.

6.7. Health Assurance Audit outcomes may be published for the use of Buyers.

6.8. CCS may require the Supplier to complete a re-audit following a failed audit outcome. Where a re-audit is required, the Relevant Authority reserves the right to charge the full cost of the re-audit to the Supplier and the Supplier shall make payment within 30 days of receiving the request for payment.

7. OPERATION AND MANAGEMENT OF A STAFF BANK

7.1. Booking Management

7.1.1. The Supplier shall manage communication with the Flexible Worker and the Buyer in relation to identifying, allocating, and filling roles based on experience, qualifications and availability of the Flexible Worker as specified by the Buyer at Call Off.

7.1.2. The Supplier shall be responsible for the management of the Staff Bank, as specified by the Buyer at Call Off, including, as a minimum:

- a) interoperability with the Buyer's systems;
- b) provision of an online (web based) portal / booking management system to facilitate the booking of roles;
- c) provision of a Self-Fill facility, with guidance and a help desk, including a telephone booking and online service with technical support for the Flexible Worker. The Supplier should encourage use of Self-Fill wherever possible;
- d) provision of secure technology that allows the Flexible Worker to access role details electronically via a mobile device such as a phone or tablet;
- e) provision of all appropriate training and guidance, including manuals, to support the Buyer and the Flexible Worker in accessing and using the booking management system;
- f) ensuring all internal Supplier Staff are sufficiently trained to use and answer questions on the booking management system;
- g) ensuring access to the booking management system is made available to as many personnel as required by the Buyer;
- h) provision to accept roles in all forms including, as a minimum, by email, telephone, paper and electronically;
- i) ability for the Buyer to specify a requirement for either an externally hosted or in-house booking management system;
- j) ability to authorise role requests through multiple authorisation levels;
- k) provision of a booking management system, available 24 hours per day, every day of the year;
- l) planned downtime of the booking management system shall be agreed in advance with the Buyer, with a minimum notice period agreed with the Buyer at Call-Off;
- m) timely completion of all documentation as specified by the Buyer including, as a minimum, new starter forms, change forms and termination forms;
- n) running and maintaining a database with full details of all Flexible Workers and shifts fulfilled. This shall include, as a minimum, details of hours worked, area/specialism, training and appraisals, performance and any Buyer feedback; and
- o) monitor working patterns to ensure compliance with Working Time Regulations 2009 (as amended from time to time) and shall request required information from Flexible Workers as necessary. All records shall be kept securely for a minimum of seven years.

7.1.3. The Supplier shall action urgent requests for a Flexible Worker with less than 24 hours notice to fill the role, as required by the Buyer.

Framework Schedule 1 (Specification)

Crown Copyright 2019

7.1.4. The Supplier shall ensure, where the need for Contingent Labour arises, the Buyer is notified in a timely manner (within predetermined timeframes as specified by the Buyer at Call Off), to allow the Buyer (or the Supplier where appointed to act as an agent, in line with any pre-agreed processes as described in paragraph 9) to source any necessary Contingent Labour.

7.1.5. The Supplier shall endeavour to fill roles from the Staff Bank to ensure that the Buyer's demand for Contingent Labour is reduced or negated.

7.1.6. The Supplier shall notify the Buyer in any instance where they are unable to provide the required resource via the Staff Bank.

7.1.7. The Supplier shall be responsible for communication with the recruitment teams or hiring managers of the Buyer making use of the Staff Bank for filling roles. This should include ensuring the correct levels of authorisation are in place for all Contingent Labour roles managed through the Staff Bank, as specified by the Buyer at Call Off.

7.1.8. The Supplier shall provide a telephone booking service to be available between the hours of 08:00 and 18:00 or as specified by the Buyer at Call Off.

7.1.9. The Supplier shall provide an out of hours telephone booking service to be available between 18:00 and 08:00, or as specified by the Buyer at Call Off, to allow Buyer representatives to make bookings for Flexible Workers during these times.

7.1.10. The Supplier shall ensure all telephone calls are charged at no more than a standard call rate (no premium rate telephone numbers are permitted). Standard rate in the UK means calls to local and national numbers beginning 01, 02 and 03. Excluded numbers include non geographic numbers (e.g. 0871) and all premium rate services.

7.1.11. The Supplier shall be responsible for recording all shifts and hours worked by the Flexible Worker via the Staff Bank and ensuring the required authorisation for each timesheet is obtained. Timesheets should be submitted for approval to the Buyer representatives in accordance with paragraph 8 of this Specification.

7.1.12. The Supplier shall ensure the existing Service Levels, in particular in relation to shift fill rates, are as a minimum maintained or improved as appropriate, in line with the Service Levels as specified by the Buyer at Call Off.

7.2. System integration

7.2.1. The Supplier shall meet any IT system requirements of the Buyer and provide functionality including but not limited to:

- a) facilitation of Self-Fill of roles;
- b) completion and authorisation of timesheets; and
- c) social media or other online methods to build worker communities.

7.2.2. The Supplier shall be aware of innovation and improvements in the Staff Bank market and, where requested, provide innovative technology solutions to the Buyer.

7.2.3. The Supplier shall ensure that the technology solution facilitates collaboration of the Buyer with other organisations to drive increased value.

7.2.4. The Supplier shall ensure all upgrades to existing systems (within the Buyer's Call-Off Contract) shall be provided to the Buyer at no extra cost.

7.2.5. The Supplier shall ensure any systems provided interface, in real time, with relevant existing systems (e.g. e-rostering systems, NHS Electronic Staff Records (ESR)). Details of such systems will be specified by the Buyer at Call Off.

Framework Schedule 1 (Specification)

Crown Copyright 2019

7.2.6. The Supplier shall ensure that systems are accessible to all licensed users, across multiple sites, including remote access, as defined by the Buyer.

7.2.7. The Supplier shall provide details to the Buyer of any minimum IT requirements applicable to the Service to the Buyer at Call Off, in order to enable delivery of the required hosted or non-hosted Services.

7.2.8. The Supplier shall ensure the following system functionality is available in the booking management system, including but not limited to:

- a) password control and management;
- b) the ability to archive data that is no longer required in the operational system for a duration to be specified at the Call Off;
- c) the ability to backup data on a regular basis;
- d) the ability to restore data from either routine backups or archives;
- e) activity monitoring including users, processes and transactions; and
- f) fully-auditable activity log.

7.2.9. The Supplier shall ensure any system outages are reported to all affected users immediately, rectified as required by the Buyer and contingency plans are provided to ensure requirements can continue to be met.

7.2.10. The Supplier shall ensure that where the booking management system is a hosted service, the management of fault diagnostics and fault resolution and any associated costs shall rest exclusively with the Supplier.

7.3. Contract Management

7.3.1. The Supplier shall have in place effective systems to measure their own performance against the Key Performance Indicators (KPIs) set by the Buyer at Call Off. The Supplier shall provide evidence and reports to ensure targets are being met, identify potential shortfalls in performance and allow effective and timely remedial actions to be put in place. Where KPIs are not met, the Supplier shall draft and agree with the Buyer a performance improvement plan with targets and milestones to monitor progress, ensuring targets are being met.

7.3.2. The Supplier shall ensure that their head office has sufficient oversight of the Contract to ensure that robust Contract governance procedures are put in place and managed.

7.3.3. The Supplier shall have in place a sufficient complement of suitably trained staff to provide the Services in an efficient and effective way with adequate management oversight both in terms of direct contract management and from head office. The Buyer must be able to access the management team between the hours specified at Call Off.

7.3.4. The Supplier shall plan review meetings and meet reporting requirements. The Buyer will specify the frequency and content/terms of reference of review meetings and reporting requirements at Call Off.

7.4. Customer service

7.4.1. The Supplier shall be responsible for obtaining the Buyer's approval prior to the appointment of any key personnel.

7.4.2. The Supplier shall ensure any Supplier's staff assigned to deliver a Call Off have the relevant qualifications and experience to deliver the Call Off competently and effectively.

7.4.3. The Supplier shall ensure that the Supplier's Staff understand the Buyer's vision, objectives and strategy through collaborative working, and shall provide the required

Framework Schedule 1 (Specification)

Crown Copyright 2019

level of customer service to the Buyer throughout the duration of the Call Off. Any proposed changes to the Services must fall under the scope of this Specification.

7.4.4. The Supplier shall ensure that all staff deployed in the operation and management of the Services must be fully aware of all relevant Call Off terms and the Buyer's specification to ensure the Services are provided in accordance with those terms.

7.5. Compliance with relevant policies and legislation

7.5.1. The Supplier shall ensure compliance with all relevant legislation, to include but not be limited to NHS Improvement policies and guidance, HMRC, or any other relevant bodies.

7.5.2. The Supplier shall obtain, prior to the commencement of the Services, full details of the Buyer's local and national policies.

7.5.3. The Supplier shall enable access to such policies as well as relevant clinical protocols, as appropriate, for all Flexible Workers.

7.6. Communications

7.6.1. The Supplier shall be responsible for all communications with the Buyer and the Buyer's personnel with regards, but not limited to;

- a) HR and payroll; to liaise with hiring managers or unit leads to ensure the best use is made of flexible resource in filling assignments;
- b) attraction, and induction; the Supplier shall be responsible for all candidate communication during the process;
- c) booking management; the Supplier shall have responsibility for undertaking all necessary communication to all members of the Staff Bank, in relation to identifying and allocating assignments; and
- d) any other specified processes to be included in the Call Off Contract by the Buyer, including communications required in the control and management of Contingent Labour.

7.6.2. The Supplier shall provide feedback to the Buyer, as specified in the Call Off Contract, on the performance of the Flexible Workers and the overall performance of the defined Services.

7.7. Exit Management

7.7.1. The Supplier, at the end of the Contract, shall transfer all Buyer data to the Buyer or a replacement supplier, as specified by the Buyer. The Supplier shall ensure that this is done in a timely manner, as specified by the Buyer.

8. FLEXIBLE WORKERS PAY MANAGEMENT

8.1. The Supplier shall work with the Buyer to agree pay rates for Flexible Workers. These will be reviewed in accordance with the procedures agreed with the Buyer, for each staff type employed through the Staff Bank.

8.2. The Supplier shall be responsible for entry of all Flexible Worker pay details to the relevant database and payroll system covering as required by the Buyer.

8.3. The Supplier shall ensure that where the Supplier is also the employer or engager of the Flexible Worker (in line with paragraph 11), the Supplier shall be responsible for making the required payments to the Flexible Workers within the timescales specified by the Buyer at Call Off.

8.4. The Supplier shall obtain a verified and approved timesheet to confirm that the Flexible Worker carried out the Services as requested by the Buyer.

Framework Schedule 1 (Specification)

Crown Copyright 2019

- 8.5. The Supplier shall ensure that all timesheets are fully completed and legible, contain worker pay details and are completed electronically where possible.
- 8.6. The Supplier shall ensure that all timesheets submitted are in accordance with Good Industry Practice and the latest guidelines regarding timesheets and/or specific measures to prevent fraud.
- 8.7. The Supplier shall inform the Flexible Worker that hours recorded should be accurate and have been worked, and if it transpires that hours have not been worked, then any overpayment will be recovered, and if the Worker knowingly provided false or misleading information this may result in disciplinary action and consideration may be given to reporting the matter to appropriate authorities.
- 8.8. The Buyer shall be required to undertake the necessary due diligence to ensure that the information provided on timesheets is correct and accurate prior to approval.
- 8.9. The Supplier shall ensure that the Off-Payroll IR35 Legislation is administered correctly, as updated from time to time.
- 8.10. The Supplier shall ensure that Subcontractors and any third party organisations used to support the delivery of the Framework Contract, such as Umbrella Companies, are fully vetted and allow access to Flexible Worker documentation, including but not limited to Flexible Worker payslips and real time information (RTI) submissions. This is required for audit purposes and to maintain industry standards.
- 8.11. Suppliers are responsible for the accuracy of their tax affairs, including when paying by PAYE, using Umbrella Companies or paying limited company contractors, to ensure that the correct employment allowance is paid. Where a supplier uses an Umbrella Company they shall undertake regular due diligence to ensure that the information provided on the Key Information Document given to the work-seeker matches the information on the payslips issued.
- <https://www.gov.uk/guidance/agencies-and-other-businesses-using-umbrella-companies-who-may-be-operating-avoidance-schemes>
- 8.12. All payroll must be run within the UK, but excluding the Channel Islands.
- 8.13. Further information about IR35 legislation can be found at:
- <https://www.gov.uk/guidance/understanding-off-payroll-working-ir35>
- 8.14. The Supplier shall ensure that Flexible Workers are aware of their legal obligation to comply with the requirements of IR35. General guidance to IR35 legislation may be found on the following HMRC website:
- <https://www.gov.uk/topic/business-tax/ir35>
- 8.15. The Buyer will be solely responsible for determining if any role specified in a Call-Off Contract is Inside IR35 or Outside IR35 pursuant to the IR35 legislation and shall be responsible for promptly providing the Supplier with an up-to-date Status Determination Statement for any Flexible Worker engaged via a Personal Services Company (irrespective of whether the Buyer determines that they are Inside or Outside IR35)

Framework Schedule 1 (Specification)

Crown Copyright 2019

- 8.16. The Buyer will provide such information as the Supplier may reasonably require in a timely manner to enable the Supplier to comply with its obligations under the Off-Payroll IR35 Legislation
- 8.17. The Buyer will notify the Supplier immediately if it has reason to believe that the requested role is Inside IR35 and/or the nature of the Services or the requested role and/or its IR35 status has changed or will change.
- 8.18. The Buyer shall be liable for all Losses incurred, suffered or paid by the Supplier (including reasonable legal expenses) arising out of or in connection with any of the following:
- i. any incorrect Status Determination Statement by the Buyer; and/or
 - ii. any treatment by the Buyer of a Flexible Worker who has been categorised under this Framework Contract following a Status Determination Statement as Outside IR35, which treatment causes or contributes to HMRC treating the Flexible Worker as being Inside IR35.
- 8.19. The Supplier shall be liable for all Losses incurred, suffered or paid by the Buyer (including reasonable legal expenses) arising out of or in connection with:
- i. the failure by the Supplier to deduct any tax, national insurance or other statutory deductions, or make any required employer contributions for national insurance or the apprentice levy, where the Supplier had been given an Inside IR35 Status Determination Statement by the Buyer which confirmed that such sums should have been deducted/paid; or
 - ii. the Buyer's non-provision of a Status Determination Statement to a Flexible Worker where both:
 - the Buyer had expressly informed the Supplier in writing that it did not want the Supplier to supply any Personal Services Company to it; and
 - subsequent to such notification, the Supplier supplies a Personal Services Company to the Buyer without their knowledge.
- 8.20. The Buyer acknowledges that save for clause 8.19 of this Schedule, the Supplier shall have no liability with respect to the IR35 legislation including but not limited to any awards, fees, penalties which may arise from the Off Payroll IR35 legislation.
- 8.21. The Parties agree that it shall not be necessary for the Supplier to comply with the Dispute Resolution Procedure or to notify the Buyer in respect of any acts or omissions of the Buyer in connection with the Buyer's treatment of Flexible Workers which may cause an IR35 liability, or any IR35 status determinations made by the Buyer (or decided by the Buyer to be unnecessary) in respect of Flexible Workers.
- 8.22. It is agreed that the indemnity provided by the Supplier at 31.3, bullet point 2, of the Core Terms of the Framework Contract shall not apply where a Personal Services Company is supplied by the Supplier to the Buyer, as the liability

relating to the supply of Personal Services Companies is set out in Clauses 8.15 to 8.21.

9. FLEXIBLE WORKER PERFORMANCE

- 9.1. The Supplier shall implement a robust system for the regular appraisal of Flexible Workers, to be agreed with the Buyer. The Supplier shall ensure that the Flexible Worker meets the latest requirements as stipulated by the regulatory body for the role type.
- 9.2. The Supplier shall manage and report on all incidents of non-compliance with legislation or Buyer policy involving Flexible Workers to the Buyer, CCS and the relevant regulatory body, where appropriate.
- 9.3. The Supplier shall ensure disciplinary procedures are in accordance with the Buyer procedures, as specified at Call Off. The Supplier shall work with the Buyer's HR department on any disciplinary procedures as appropriate.
- 9.4. The Supplier shall ensure where a Flexible Worker is also a Substantive Worker of the Buyer, the procedures shall be agreed between the Supplier and the Buyer so that all performance management for the individual workers is provided in the most effective way.

10. ON SITE PRESENCE

- 10.1. The Supplier shall ensure, where specified by the Buyer, that appropriate members of the Supplier's Staff are present on the Buyer's premises to support the provision of the Services as specified with the Buyer at Call Off.

11. MANAGEMENT OF CONTINGENT LABOUR

- 11.1. The Supplier shall ensure that they manage and drive performance of any necessary supply of Contingent Labour, as specified by the Buyer at Call Off.
- 11.2. The Supplier shall act on behalf of the Buyer, and the Buyer will direct the Supplier where and how to access Contingent Labour in accordance with their own contractual arrangement. This may include but is not limited to:
 - 11.2.1. where a Buyer has an existing supply chain;
 - 11.2.2. where the Buyer has no existing supply chain in place; and
 - 11.2.3. acting as a neutral vendor to help the Buyer build a supply chain of employment businesses sourced from NHS England approved frameworks to meet their requirements.
- 11.3. The Supplier shall identify potential efficiencies across a single or collaborative supply chain, and make recommendations to the Buyer.
- 11.4. The Supplier shall be responsible for the cascade of vacancies to all approved Contingent Labour providers, as agreed with the Buyer, and shall manage the process to source Contingent Labour ensuring that a suitable Contingent Labour resource is made available to the Buyer.
- 11.5. The Supplier shall proactively work with Buyers to provide improved Staff Bank fill rates and a reduction in agency use via the Agency Cascade.

- 11.6. If requested by the Buyer at Call Off, the Supplier will carry out sufficient checks to ensure that all workers supplied through the Agency Cascade are fully compliant to NHS Employers Check Standards.

11.7. Booking Management

11.7.1. The Supplier shall ensure that appropriately qualified Contingent Labour resources are booked and confirmed as defined by the Buyer's contractual arrangements with the Contingent Labour providers.

11.7.2. The Supplier shall ensure that all invoices for Contingent Labour supply are accurate and paid in accordance within the Buyer's timescales as specified by the Buyer at Call Off.

11.8. Performance Management

11.8.1. The Supplier shall ensure that Contingent Labour providers are meeting their contractual obligations, as defined in the Buyer's contractual arrangements, including ensuring relevant key performance indicators are met. Any issues of non-performance shall be reported to the Buyer based on a level of severity at a frequency to be agreed with the Buyer.

11.8.2. The Supplier shall monitor, report, and make recommendations to the Buyer on the adherence to NHS England's Contingent Labour rate caps. The Supplier shall produce the Buyer's monthly rate cap breaches NHS England report if the Buyer specifies this in the Call Off Contract.

11.8.3. The Supplier shall be required to monitor and manage incidents of agency worker 'did not attend', late cancellation and non-completion of roles. The Supplier shall report instances to the Buyer on a monthly basis, or as agreed by the Buyer, and shall take the necessary actions to ensure any agreed targets are met.

11.8.4. The Supplier shall be required to participate to a degree as specified by the Buyer at Call Off, in budget monitoring, forecasting and reporting and analysis.

11.8.5. The Supplier shall ensure, if requested by the Buyer, any reasonable configuration of reporting which will be specified by the Buyer at Call Off.

11.8.6. The Supplier shall ensure that the Buyer does not incur any transfer fee where a Temporary Worker wishes to join the Staff Bank. The Supplier shall familiarise themselves with the relevant provisions of the contract(s) under which previous supply has taken place, and the Conduct of Employment Agencies and Employment Businesses Regulations 2016 pertaining to transfer fees, and advise the Buyer accordingly to ensure that no transfer fees are incurred.

11.9. System Integration

11.9.1. The Supplier shall ensure that any IT system provided for the management of Contingent Labour is able to interface with any existing Buyer or third party IT systems that the Buyer requires.

11.9.2. The Supplier shall ensure that any integration of any third party IT systems shall be provided at a cost to be agreed by the Buyer.

11.9.3. The Supplier shall ensure any upgrades to existing software or systems that are provided by the Supplier under the Call Off Contract are applied and shall make no additional charge to the Buyer for such upgrades, throughout the duration of the Call Off Contract.

12. NON MANDATORY SERVICE REQUIREMENTS - EMPLOYMENT OR ENGAGEMENT OF FLEXIBLE WORKERS

12.1. The Supplier shall, if required by the Buyer at Call Off, employ or engage the Flexible Worker. Where this is required, the Supplier shall deliver the Services set out below:

12.1.1. the Supplier shall ensure all statutory obligations associated with being an employer are fulfilled.

12.1.2. the Supplier shall take all necessary action to ensure that the Buyer is not deemed to be the Employer;

12.1.3. the Supplier shall be responsible for payment of the Flexible Workers; and

12.1.4. the Supplier shall discuss and agree with the Buyer, all Employment or Engagement related costs associated with the provision of this Service, including but not limited to:

- a) staff pay rates;
- b) pension contributions; and
- c) Employer National Insurance Contributions.

13. SOCIAL VALUE

13.1. Social value legislation places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, and in Scotland, to deliver them. These benefits are over and above the core deliverables of Contracts.

General information on The Social Value Act can be found at:

- <https://www.gov.uk/government/publications/social-value-act-introductory-guide>

Recently updated social value themes for public bodies can be found at:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

13.2 The following social value priorities are intrinsic to the Specification for this Framework Contract:

- COVID-19 Recovery (13.4)
- Tackling Economic Inequality (13.5)
- Equal Opportunity (13.6)
- Wellbeing (13.7)
- Fighting Climate Change (13.8)

13.3 Buyers may identify further specific social value priorities based on the updated social value themes during a Call-Off Procedure which are aligned with the

areas we have identified (in conjunction with Buyers) in this Framework Schedule 1 (Specification).

13.4 COVID-19 Recovery

13.4.1 The Supplier shall support the COVID-19 Recovery Strategy <https://www.gov.uk/government/publications/our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy/our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy> by conducting or enabling contributions and activities that;

i) improve workplace conditions that support the COVID-19 recovery effort including effective social distancing, remote working, and sustainable travel solutions;

ii) provide support and protections to those who are at risk of being worst affected, those who are shielding and those whose physical and mental health has been affected;

iii) create employment, re-training and other return to work opportunities for those left unemployed by COVID-19, particularly new opportunities in high growth sectors; and

iii) support the Buyer's own policies and procedures around COVID-19 recovery

13.5 Tackling Economic Inequality

13.5.1. The Supplier shall support the creation and delivery of diverse supply chains to promote innovation, increase sustainability and drive value for money for customers. The Supplier shall build supply chain diversity through:

- a) increasing awareness and accessibility via promotion of opportunities;
- b) implementation of processes that support the participation of new businesses and entrepreneurs, start-up's, Micro, SME's, VCSE's, Social Enterprises (SE's) and Mutuels;
- c) ensuring prompt payment throughout supply chains in accordance with Paragraph 4 (Pricing and Payments) of the Core Terms;
- d) supporting the capability, growth and development of supply chain members, through collaboration and the provision of advice and training, to build resilience within supply chains; and
- e) demonstrating action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.

13.5.2 The Supplier shall measure and report on their supply chains, including the number, value and percentage of total contract spend of opportunities awarded to SME's, VCSE's and Mutuels in accordance with Joint Schedule 12 (Supply Chain Visibility)

13.5.3 The Supplier shall address and manage the risk of labour standards violations in the supply chain. The Supplier shall be aware of and adhere to;

- a) where applicable, the International Labour Organization ("ILO") Forced Labour Protocol;
- b) where applicable, OECD Guidelines on Conflict Minerals <http://www.oecd.org/daf/inv/mne/mining.htm>; and

Framework Schedule 1 (Specification)

Crown Copyright 2019

- c) duties imposed on commercial organisations by the Modern Slavery Act 2015 in relation to transparency in the supply chain
<http://www.ilo.org/global/lang-en/index.htm>

13.5.4 The Supplier shall create training and employment opportunities within local communities, particularly in areas of skills shortages, for those who face barriers to employment and/or who are located in deprived areas.

13.5.5 Support may be provided via a range of activities, including but not limited to;

- i) Apprenticeship and work experience placements;
- ii) Part-time and full-time employment and flexible working opportunities;
- iii) Supporting individuals to fulfil their potential with further education, employment or training e.g. coaching, mentoring, CV and interview skills;
- iv) Providing funded training and professional development opportunities for existing employees; and
- v) Offering a range of employee assistance schemes

13.6 Equal Opportunity

13.6.1 The Supplier shall provide employment and skills development opportunities for disabled people, and provide in-work progression opportunities to support people, including those from disadvantaged or minority groups, to develop new skills and progress into higher paid work. Support may be provided via a range of activities, including but not limited to those listed at section 13.5.

13.6.2 The Supplier shall have a fair and equal pay policy and aim to pay all employees the National Living Wage, irrespective of age, where the same role is being performed. The Supplier shall ensure compliance with the National Minimum Wage and National Living Wage legislation
<https://www.gov.uk/national-minimum-wage-rates>.

13.6.3 The Supplier shall demonstrate progression towards equalising any gender pay gap and organisations with 250 or more employees shall publish and report specific figures about their gender pay gap.

13.6.4 Where required by a Buyer, the Supplier shall provide suitable software to meet diverse user needs and comply with accessibility requirements. This may include visual, auditory, physical, speech, cognitive, language, learning, behavioural or neurological impairment, as well as the needs of users for whom English is not their first language.

13.6.5 The Supplier shall work to improve the experience of service users with specific diversity profiles or needs by undertaking staff sensitivity training, fostering a culture of respect for Buyers of diverse profiles and ensuring accessibility, including but not limited to, the supplier's website and any mobile applications. Websites and applications designed to deliver the service shall meet WCAG 2.1 AA accessibility standards
<https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag>

13.6.6 Where required by a Buyer, the Supplier shall provide an accessibility statement for Services provided under a Call-Off Contract.

Framework Schedule 1 (Specification)

Crown Copyright 2019

13.6.7 The Supplier shall, where required, maintain an accessibility policy and identify (and where requested provide the details to Buyers) a role or department within their organisation with responsibility for the policy.

13.6.8 The Supplier shall comply with the provisions of the Supplier Code of Conduct

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

and the standards set out in Joint Schedule 5 (Corporate Social Responsibility), reporting within Framework Schedule 5 (Management Charges and Information) and Call-Off Schedule 3 (Continuous Improvement) requirements. Suppliers shall further support the elimination of modern slavery throughout their supply chains by;

- a) ensuring compliance with the Modern Slavery Act 2015 <http://www.legislation.gov.uk/ukpga/2015/30/contents/enacted>; and
- b) completing the Modern Slavery Assessment Tool on an annual basis as directed by CCS <https://supplierregistration.cabinetoffice.gov.uk/msat>. The Supplier shall make the outcomes of their Modern Slavery Assessment available to the Buyer when requested.

13.7 Wellbeing

13.7.1 The Supplier shall positively support and impact individual wellbeing, support increased staff retention and contribute to transforming local communities in a real and sustainable manner through activities including, but not limited to;

- i) promoting staff health and wellbeing, including providing training and activities to support mental and physical health;
- ii) ensuring that, as a minimum, all legislative requirements are adhered to for employees working from home, including health and safety reviews and home working assessments;
- iii) providing inclusive and accessible recruitment activities, which are promoted within local communities; and
- iv) collaborating within communities to support integration, including initiatives to support vulnerable members of society and address social issues.

13.8 Fighting Climate Change

13.8.1 The Supplier shall deliver additional environmental benefits in the performance of this contract to increase sustainability and support carbon reduction plans, and support NHS Buyers in achieving commitment to reach Carbon Net Zero by 2045;

<https://www.england.nhs.uk/greenernhs/wp-content/uploads/sites/51/2022/07/B1728-delivering-a-net-zero-nhs-july-2022.pdf>

<https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts>, including;

Framework Schedule 1 (Specification)

Crown Copyright 2019

- considering the impacts of business processes on the environment and taking measures to reduce these and work towards net zero greenhouse gas emissions;
- supporting Buyers, where required, to reduce their impact on the environment via innovative solutions; and
- supporting communities through the delivery of this contract to reduce their impact on the environment

13.8.2 The Supplier shall undertake an Evergreen Sustainable Supplier Assessment available in 2022, and a suite of supplier expectations and requirements from 2023 to 2030, ensuring that the Supplier meets or exceeds the NHS commitment to be net zero by 2045, as detailed in the NHS net zero supplier roadmap

<https://www.england.nhs.uk/greenernhs/get-involved/suppliers/#:~:text=The%20Evergreen%20sustainable%20supplier%20assessment%20will%20be%20the%20mechanism%20for,decision%20makers%20across%20NHS%20organisations.>

13.8.3 The Supplier shall provide and maintain, for the life of the framework, a Carbon Reduction Plan.

13.8.4 The Supplier shall develop an understanding of their carbon impact, and work towards development of a Carbon Reduction Plan during the life of the Framework Contract.

13.9 Measurement and reporting

a) The Supplier is required to develop and maintain a plan throughout the life of the Framework Contract detailing how they will contribute to the overall achievement of our social value priorities. For the avoidance of doubt:

i) The social value commitments and targets made during the Call-Off Procedure will form part of the contractual agreement between the Buyer and the Supplier, therefore bidders should only commit to activities that are within their capacity and capability to deliver;

ii) Social value forms part of the quality criteria and will be evaluated independently of price. Suppliers are therefore strongly advised not to include any additional costs related to social value as part of the price submission as this may negatively impact the competitiveness of Supplier overall tender submission;

iii) The Supplier may be asked to provide an implementation plan to the Buyer detailing how the required social value commitments will be delivered through the Call-Off Contract; and

iv) Buyers and Suppliers will jointly agree the timeline for delivering the targets and measures that were committed to by the Supplier during the Call Off Procedure.

b) Delivering social value

i) The Supplier shall manage, measure and report on the delivery of social value throughout the life of all Call-Off Contracts under this Framework Contract;

Framework Schedule 1 (Specification)

Crown Copyright 2019

ii) The Supplier shall provide an annual social value delivery statement to the Authority detailing the social value that has been delivered through Call-Off Contracts under this Framework Contract; and

iii) As part of the Civil Society Strategy implementation the Authority reserves the right to publish information on the delivery of social value through this Framework Contract and may contact suppliers requesting case studies for the purpose of increasing awareness and sharing knowledge.

14. ADDED VALUE

14.1 Suppliers may provide an offer of added value services to the Buyer at Call Off.

14.2 Suppliers shall complete Call Off Schedule 4 with details of any added value offer at Call Off.